

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**AGREEMENT BETWEEN
CITY OF LAWTON
AND
JACOBS ENGINEERING GROUP INC.
FOR
DESIGN SERVICES
FOR**

Cache Road Waterline Replacement Projects



Issued By:

Public Utilities Department

PUBLIC UTILITIES DEPARTMENT
In conjunction with the
CITY'S LEGAL SERVICES
DEPARTMENT

CITY HALL, 212 SW 9th Street
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**AGREEMENT
BETWEEN
CITY OF LAWTON AND
JACOBS ENGINEERING
GROUP INC. FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of the _____ day of _____ in the year Two Thousand and Twenty-One by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and JACOBS ENGINEERING GROUP INC., LLC (hereinafter called ENGINEER). CITY intends ENGINEER to provide professional Program Management services and prepare contract documents for the: Cache Road Waterline Replacement Project, hereinafter referred to as the PROJECT.

The CITY and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Program Management services by and the payment for those services by CITY, as set forth below.

ENGINEER shall serve as CITY`s professional representative in those phases of the Project to which this Agreement applies and will give consideration and advice to CITY during the performance of those services.

1. SECTION 1 - BASIC PROFESSIONAL SERVICES OF JACOBS ENGINEERING GROUP INC.

1.1. General

- 1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal management, planning, data collection and analysis, strategic goal development, and implementation activities.
- 1.1.2. Laws, Licenses and Permits. ENGINEER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the contract.
- 1.1.3. Worker`s Compensation Law. ENGINEER shall comply with the Oklahoma Worker`s Compensation Law and file a copy of his

Worker's Compensation Insurance Policy, or, if a self-insurer, a copy of the Industrial Commission's Order of Authorization with the CITY.

- 1.1.4. ENGINEER's Liability. ENGINEER shall assume responsibility for and save the CITY harmless from third party claims for bodily injury to, or death of persons, or damage to tangible property arising from ENGINEER's negligent acts, errors, or omissions, or those of his agents or employees, arising out of performance of the work.
- 1.1.5. Non-collusion. ENGINEER represents that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER to solicit or secure this contract, and that he has not paid or agreed to pay any company, political group, or person, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this contract. For breach of violation of this provision, the CITY shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 1.1.6. Services Furnished, Performed and Submitted. ENGINEER shall furnish all professional services, labor and equipment as may be required in the performance of the contract, except as otherwise provided herein, and all work performed and submitted under the contract shall be done in a manner consistent with reasonable and sound practices ordinarily exercised by members of ENGINEER's profession practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the applicable United States professional services industry. This standard of care is the only warranty ENGINEER shall provide under this Agreement. ENGINEER shall sign the plans submitted to the CITY and affix his Oklahoma seal thereto as proof that it is a Registered Professional in the State of Oklahoma.
- 1.1.7. Coordination of Work. ENGINEER will coordinate its Project Management work with other project participants, if any,

performing the immediately adjoining Project Management work, and shall furnish and share plans and data in such a manner as will facilitate and expedite the completion of contracts in adjacent Project Management work.

- 1.1.8. Maintaining All Records. ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in the performance of this contract and to make such materials available to their respective offices at all reasonable times, during the contract period and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY. Copies thereof shall be furnished if requested and the CITY shall pay a reasonable cost of reproduction.
- 1.1.9. Responsibility. ENGINEER will be held responsible for details and quantities of work to be performed in accordance with the standard of care in Section 1.1.6 above. ENGINEER will perform any re-work necessary to correct mistakes or omissions in its work as a part of existing authorized fees between the parties.
- 1.1.10. Major Revisions. For any major revisions ordered in writing by the CITY in the PROJECT a supplemental agreement for additional payment shall be entered into between the parties hereto. For any major revision in the character or scope of the work ordered in writing by the CITY after performance of a substantial amount of work on the project, a Supplemental Agreement will be negotiated on the basis of all costs related to the salaries of employees for the time directly chargeable to the agreement, the salaries of principals for the time they are productively engaged in work necessary to fulfill the term of the agreement, direct non-salary cost incurred in fulfilling the terms of the agreement and ENGINEER `s overhead or indirect costs to the extent they are properly allowable to the agreement plus a lump sum for profit.
- 1.1.11. Right to Terminate.
 - 1.1.11.1. CITY may terminate the Agreement at any time at CITY`s convenience. Upon such termination, ENGINEER shall be entitled to receive payment for: (i) the value of the services completed to the date of termination not previously covered by monthly payments, including profit with respect to such completed services, (ii) documented and reasonable costs (plus profit on such costs) incurred by ENGINEER to implement such termination (including demobilization costs, and termination/cancellation costs

under subcontracts and purchase orders), and (iii) a fee equal to three percent (3%) of the unpaid balance of the contract price.

(1) CITY may terminate this Agreement for ENGINEER's default if ENGINEER fails in the performance of any material obligation under this Agreement provided that ENGINEER has been given written notice of the cause and (2) a reasonable opportunity to commence to cure the default. CITY may also terminate for default if ENGINEER is adjudged bankrupt or insolvent, if ENGINEER goes into receivership, or if ENGINEER should make a general assignment for the benefit of its creditors.

- 1.1.12. Right to Delete. The CITY reserves the right to delete any portion of the contract at any time, and if such is done the total professional services fee shall be reduced in the same ratio as the estimated cost of the work deleted compares to the estimated cost of the work as originally planned, or when appropriate, the professional services fee shall be recomputed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted ENGINEER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.
- 1.1.13. Non-Discrimination. ENGINEER will comply with all the requirements pertaining to the Section 3 Clause of the 1968 Housing and Urban Development Act (Affirmative Action Plan) as defined in attached Exhibit "A", which is hereby incorporated into this contract.
- 1.1.14. Assignments and Subleases. ENGINEER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the CITY. ENGINEER's interest hereunder shall not be assignable in bankruptcy or by operation of law. In the event a transfer is approved by CITY, any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. CITY may prescribe any conditions to such an assignment or transfer.
- 1.1.15. Waiver. No waiver of default by CITY or ENGINEER of any terms, covenants, or conditions herein to be performed, kept or observed by ENGINEER or CITY shall be construed to be or act as a waiver of any subsequent default of any terms, covenants or conditions herein contained.

1.1.16. Merger. It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, agreements, stipulations, and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.

If in the event that any portion or portions of this Agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this Agreement.

1.1.17. Enforceability; Choice of Law; Choice of Forum. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties' consent to jurisdiction over their person and over the subject matter of any such litigation.

1.1.18. Key Personnel. ENGINEER shall have designated certain key personnel to be assigned specifically to the performance of this work (such as project manager, lead designer, operations specialist, etc.). At the time of Agreement ratification, the CITY shall have the right to specify those project key personnel for whom ENGINEER shall not be allowed to substitute other personnel without prior written permission of the CITY.

1.1.19. Detailed Scope of Services. A detailed scope of services is attached as Exhibit "B", which is hereby incorporated into this contract.

1.1.20. Insurance. ENGINEER shall procure and maintain during the life of this agreement insurance of the types of amounts as follows:

Worker's Compensation in full compliance with statutory requirements of Federal and State of Oklahoma law and Employer's Liability coverage in the amount of \$500,000.

Commercial General Liability and Bodily Injury:

Bodily Injury	<u>\$125,000</u> each occurrence
Property Damage	<u>\$100,000</u> each occurrence
Combined Single Limit	<u>\$1,000,000</u> aggregate

Comprehensive Automobile:

Liability, Bodily Injury	<u>\$125,000</u> each occurrence
Property Damage	<u>\$100,000</u> each occurrence
Combined Single Limit	<u>\$1,000,000</u> aggregate
Professional Liability:	<u>\$1,000,000</u> per claim
(Errors and Omissions):	<u>\$5,000,000</u> aggregate

Certificate evidencing such insurance shall not be canceled or altered except after ten (10) calendar days from receipt by the CITY of written notice thereof. Should the insurance outlined above be canceled for any reason, and ENGINEER fails to procure additional insurance, the CITY shall have the right to purchase equivalent insurance coverage and charge the cost of that insurance against any amounts due ENGINEER under the terms of this Agreement.

Said insurance shall be written by a company or companies licensed to do business in the State of Oklahoma and satisfactory to the CITY.

1.1.21. Drug-Free Workplace

1.1.21.1. Definitions. As used in this clause, “controlled Substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15. “Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. “Criminal drug statute” means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract.

“Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one (1) employee including the offeror/contractor.

1.1.21.2. ENGINEER, shall--within thirty (30) calendar days after award (unless a longer period is agreed to in writing) for contracts of thirty (30) calendar days or more performance duration; or as soon as possible for contracts of less than thirty (30) calendar days of performance duration--

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about –
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 1.1.21.2.1. of this clause;
4. Notify such employees in writing of the statement required by subparagraph 1.1.21.2.1. of this clause, that as a condition of continued employment of this contract, the employee will -
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the

employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Notify the contracting officer in writing within ten (10) days after receiving notice under subdivision 1.1.21.2.4.
 - (ii) of this clause from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause of a conviction, take one (1) of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1.1.21.2.1. through 1.1.21.2.6. of this clause.

1.1.21.3. ENGINEER agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

1.1.21.4. In addition to other remedies available to the CITY, ENGINEER's failure to comply with the requirements of paragraphs 1.1.21.2. and 1.1.21.3. of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

1.2. Scope of Professional Services

After written authorization to proceed, ENGINEER shall:

- 1.2.1. Consult with the CITY to further clarify the detailed scope of services and review available data.
- 1.2.2. Provide a general economic analysis of CITY`s requirements applicable to any various alternatives where applicable that ENGINEER identifies which could benefit the CITY.
- 1.2.3. Project Goals and Objectives (Scope of work is detailed in Exhibit B) include includes surveying, design, bidding services, and construction phase services for the construction of the Cache Road Waterline Replacement Project .

2. SECTION 2 - CITY`S RESPONSIBILITIES

CITY shall:

- 2.1. Provide full information as to its requirements for the project.
- 2.2. Assist ENGINEER by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the project.
- 2.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining within a reasonable time so as not to delay the services of ENGINEER.
- 2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).
- 2.5. Return to ENGINEER submitted project documents for CITY's review on which ENGINEER has not substantially addressed previously noted provisions and comments. ENGINEER's contract time will not be suspended for submission of project documents which do not contain substantial revisions.
- 2.6. Provide a testing firm and pay all costs for testing, scope of testing shall be agreed upon by both parties of the contract as required for design and construction of the project, unless specified otherwise.
- 2.7. Designate in writing a person to act as CITY`s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CITY`s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER`s services.

- 2.8. Issue all instructions to the ENGINEER; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of ENGINEER relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.9. In consultation with ENGINEER, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of CITY and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.
- 2.10. Have the City Engineer or Designated Representative, based on his on-site observations and project inspection reports, determine the amounts owing to Contractor(s).
- 2.11. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that CITY may approve, in writing, final payment to each Contractor.

3. SECTION 3 - PERIOD OF SERVICES

- 3.1. The provisions of 3.2. through 3.11. inclusive, and the various rates of compensation for ENGINEER `s services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase. ENGINEER`s obligation to render services hereunder will extend for a period which may be reasonably required for the design, award of contracts and construction of the Project.
- 3.2. The scope of services in Appendix B shall be completed within **1190** calendar days following authorization to proceed. Specific time frames and requirements for completion of various items within the basic scope of services shall be completed as specified in the following paragraphs:
 321. In the event that the work of the Project is to be performed under more than one contract, CITY and ENGINEER shall develop a schedule for performance of ENGINEER`s services order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part

of this Agreement and the provisions of paragraphs 3.4. and 3.5. will be modified accordingly.

- 3.3. If CITY has requested significant modifications or changes in the Project, the time of performance of ENGINEER`s services shall be adjusted appropriately.
- 3.4. If ENGINEER is delayed at any time in the progress of any phase of the project by any act or neglect of the CITY, or by any separate contractor employed by the CITY, or by any act or neglect of regulatory agencies, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond ENGINEER's control, then the Contract completion date shall be extended by Supplemental Agreement (Amendment) for a reasonable time equaling the amount of delay.
- 3.5. Notwithstanding anything to the contrary herein, ENGINEER is entitled to an equitable adjustment in fee and schedule for impacts to the services beyond the reasonable control of ENGINEER.

4. SECTION 4 - PAYMENTS TO JACOBS ENGINEERING GROUP INC.

- 4.1. Methods of Payment for Services of ENGINEER.
 - 4.1.1. Services as a Witness. The CITY will pay ENGINEER for the services of the principals and employees as witnesses at ENGINEER`S standard rates or any portion thereof plus all reimbursable expenses, except that no payment shall be made for services as a witness in any case wherein the CITY is an adverse party, to ENGINEER.
 - 4.1.2. For services described herewith, exclusive of fees for services as witnesses, ENGINEER will be paid the fee(s) as outlined in Exhibit "C".
- 4.2. Times of Payment.
 - 4.2.1. ENGINEER shall submit monthly statements for services rendered. Compensation will be based on ENGINEER`s estimate of the proportion of the total services completed at the time of billing and agreed upon by the City Engineer. CITY shall make prompt monthly payments in response to ENGINEER`s monthly statements.

Additional cost to the CITY caused by error or omission of items in the construction documents will not be included in Final Construction Cost for determination of ENGINEER`s fee unless

ENGINEER is instructed by the CITY to prepare the additional Contract documents to address the error or omission.

422. ENGINEER shall submit to CITY, prior to commencement of the Bidding or Negotiating Phase, reproducible, an AutoCAD disk of the project drawings and a disk with specifications as they were at the time final plans were approved, or supply to the CITY all copies of drawings and specifications requested until submittal of "Record" drawings. Prior to receiving final payment, the ENGINEER shall also submit to CITY one (1) set of 1/2 size record drawings and an AutoCad disk representing the "Record" drawings. The "Record" drawings shall represent any changes that occurred during construction. The CITY shall supply to the ENGINEER all changes that occurred during construction, in sufficient detail to allow the ENGINEER to prepare the "Record" drawings, unless the ENGINEER is responsible for construction management.

5. SECTION 5 - Miscellaneous

5.1. Mutual Waiver of Consequential Damages.

- 5.1.1. Notwithstanding anything in this Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence).

5.2. Limitation of Liability.

- 5.2.1. Notwithstanding any provision to the contrary herein, and to the extent permitted by applicable law, ENGINEER's (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under this Agreement shall be limited to 100% of the insurance proceeds received up to the five million dollar (\$5,000,000.00) aggregate limit for Professional Liability set forth in Section 1.1.20 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

On Behalf of JACOBS ENGINEERING GROUP INC.:

By _____ Title _____

ATTEST:

Title _____ (AFFIX SEAL)

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this ____ day of _____, 20__, personally appeared _____, a member of the partnership/proprietorship _____ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that _____ (he/she) executed the same as _____ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

My Commission Expires: _____

Notary Public _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

Stanley Booker, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton, Oklahoma, this _____ day of _____, 20__.

John Ratliff, CITY ATTORNEY

I, Gwendolyn Spencer, Interim Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No: _____ for \$ _____, and after charging account title _____ with this encumbrance, there is an unencumbered balance in said account of \$ _____.

Dated this ____ day of _____, 20__

Gwendolyn Spencer, INTERIM FINANCE DIRECTOR

EXHIBIT "A"

SUPPLEMENTAL AGREEMENT BETWEEN CITY AND JACOBS ENGINEERING GROUP INC. FOR PROFESSIONAL SERVICES

During the performance of this contract, ENGINEER agrees as follows:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical handicap. ENGINEER will take affirmative action to ensure that the applicants are employed and that the employees are treated during employment without regard to their race, religion, sex, color, national origin or physical handicap.

In the event of ENGINEER's non-compliance with this non-compliance clause, the contract may be canceled or terminated by the CITY Council. ENGINEER may be declared by the CITY ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by ENGINEER.

ENGINEER agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

The Section 3 Clause as set forth in 24 CFR 135.20(b) is incorporated herein is required.

- A. The work to be performed under this contract may be on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is **subject** to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135.20, and all applicable rules and order of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this

Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Developments, 24 CFR 135.20. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135.20 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- E. Compliance with the provisions of Section 3, the regulations set for in 24 CFR 135.20, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.20.

I have read the above stated clause and agree to abide by its requirements.

By: _____

ATTEST:

Secretary

EXHIBIT "B"

SCOPE OF SERVICES



Cache Road Waterline Replacement Projects

City of Lawton

Exhibit B-Scope of Services

Limitation: This document has been prepared on behalf of, and for the exclusive use of Jacobs' client, and is subject to, and issued in accordance with, the provisions of the contract between Jacobs and the client. Jacobs accepts no liability or responsibility whatsoever for, or in respect of, any use of, or reliance upon, this document by any third party.

Project Description

Jacobs (ENGINEER) will provide design of the referenced watermains for the City of Lawton (City). This project is located within City of Lawton, OK and the project consists of two proposed water line segments to be constructed along NW Cache Road. Phase 1 of this project includes a proposed 36-inch watermain from NW 67th Street to East of NW Oak Avenue along NW Cache Road to connect with existing 42-inch and 30-inch watermains. Phase 2 will include a proposed 12-inch watermain replacing the existing 8-inch, 10-inch, and 12-inch water line from West of NW Oak Avenue to NW 6th Street. The pipe design will be based on City Standards.

It is assumed that the proposed 36-inch watermain will be approximately 9,000-linear feet in length and will be routed along the outside lane of east bound NW Cache Road. Surface restoration and traffic control plans will be included as part of the design.

The proposed 12-inch watermain will be approximately 14,500 linear feet in length and will be routed along the back of curb on South side of NW Cache Road. Connections to the existing 30-inch WM on median of NW Cache Rd, are anticipated to be between NW 40th to NW 16th. Construction of the 12-inch watermain is anticipated to require additional Right of Way (ROW) acquisition and ROW acquisition support will be part of this scope of work. In addition, a need for a new sidewalk with ramps and restoration of existing sidewalk along the alignment of the 12-inch is anticipated.

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Appendix A. Schedule Exhibit C Fee Schedule

Task 1 – Project Management

This task includes project set up; contracting and oversight of sub-contractors; internal team chartering; attending meetings; tracking and managing schedules of work; monitoring and addressing issues related to the scope of work, budget, and deliverables; preparing and processing monthly billings; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis.

The following are the anticipated meetings over the duration of the project:

- Kickoff meeting
- 30% design review meeting
- 60% design review meeting
- 90% design review meeting
- Monthly Progress Meetings (9)

The following deliverable(s) will be submitted:

- Kickoff meeting minutes
- Monthly Invoices
- Project Action Log from Progress Meetings
- Baseline Schedule (after NTP)
- Monthly Progress Schedule with milestones

Task 2 – Topographic Survey

ENGINEER will provide the required topographic survey for the design of the Project. Relevant topographic features will be gathered include right of way lines; property lines; pavement; sidewalk curbs; existing structures; drainage features; fences/retaining walls; trees and/or tree lines; roadways; railways; city, county, and franchise utilities (as provided by OKIE811); and utility test-hole locations along the pipeline alignment. Said survey shall confirm benchmarks and spot elevations on selected structures. The design and survey will be limited to the ROW of Cache Rd for the 36-inch waterline segment and will be limited to ROW of Cache and 30 feet from back of curb for the 12-inch segment. Survey will extend 100 feet at each side-street and 500 feet beyond the beginning and end of the alignment. Additional topographic survey will also be gathered as required for planned trenchless crossings (Creeks and Major Roadway).

Task 3 – Utility Locates

ENGINEER will submit One Call of Oklahoma (OKIE811) design tickets, acquire and review hard copies of all available records (maps, plans, and plats), and requisition available information regarding the addition of new utilities and/or abandoned facilities. This task will also include coordinating utility locates with the Lawton Public Works Department and other franchise utilities.

ENGINEER will utilize electromagnetic induction (Level B SUE) to locate metallic utility targets. Some utility systems contain portions of non-metallic material and therefore may be un-locatable using electromagnetic techniques. ENGINEER will designate the approximate horizontal location of existing utilities by means of paint and flags. Due to the listed challenges, ENGINEER cannot guarantee using one or any of the other techniques will identify all utilities. In addition, there is no guarantee these markings to be exact for any of the utilities delineated.

ENGINEER will perform up to 30 soft dig/test holes to verify the size, depth, type of material, and horizontal location of existing utilities that may be along the pipeline corridor (within the topographic survey limits), which may affect the design.

Task 4 – Data Collection and Site Visits

Task 4-1 – Data Collection

This task includes coordination with City staff and collection of drawings, as-builts, GIS data for City owned utilities, roadway, and bridge data from City and other sources. The team will also coordinate with City's utility contacts for franchise utilities (gas, telephone, cable, fiberoptics etc.) and request information along route of water main in coordination with Task 3 activity.

Task 4-2 – Site Visits

Site visits will be conducted over the duration of design of the project to review alignment, visible utilities, and constraints and considerations of the alignment on the ground. Below site visits are planned,

- Kickoff Meeting Site Visit including post site visit meeting
- Preliminary Design Site Visit
- Detailed Design Site Visits (2)

Task 5 – Geotechnical

This task includes borings for soil samples and developing a geotechnical report for the purpose of pipeline construction and jack/bore tunneling operations as required. ENGINEER will perform 30 test borings of which 24 will be to be depth of 15 feet, and 6 will be to a depth of 30 feet, along the 36-inch and 12-inch watermain alignments. It is anticipated that the 15 feet deep geotechnical boring will also cover the roadway crossing and the deeper 30 ft deep geotechnical boring will cover the creek crossings. ENGINEER will inspect all samples, set up appropriate laboratory tests, perform appropriate analysis, and prepare a report of recommendations for the purpose of documenting subsurface conditions encountered. The geotechnical report will include test boring location plan as well as graphic logs of the soil test borings and results of laboratory test as performed.

The following deliverable(s) will be submitted:

- Boring Plan for both 12-inch and 36-inch pipeline segments.
- Draft and Final Geotechnical report for 36-inch watermain alignment including graphic logs of the soil test borings and results of laboratory test– one (1) hard copy and an electronic copy.
- Draft and Final Geotechnical report for 12-inch watermain alignment including graphic logs of the soil test borings and results of laboratory test– one (1) hard copy and an electronic copy.

Task 6 – Preliminary Design (30%)

Task 6-1 – 36-Inch Preliminary Design

This task includes using topographic survey and collected existing data to lay out the horizontal alignment for the proposed 36-inch watermain. The Schematic Design Documents shall be on aerial background and in sufficient detail to develop budget construction pricing and solicit preliminary approval of alignment from City.

The following deliverable(s) will be submitted:

- Three (3) printed, half-size copies and electronic copy of Preliminary Design
- 30 Percent Opinion of Probable Construction Cost (OPCC) (one hard copy; one electronic copy)

Task 6-2 – 12-Inch Preliminary Design

This task includes using topographic survey and collected existing data to lay out the horizontal alignment for the proposed 12-inch watermain. Overall plan of proposed sidewalk improvements will also be included in the submittal. The Schematic Design Documents shall be on aerial background and in sufficient detail to develop budget construction pricing and solicit preliminary approval of alignment from City.

The following deliverable(s) will be submitted:

- Three (3) printed, half-size copies and electronic copy of Preliminary Design
- 30 Percent OPCC (one hard copy; one electronic copy)
- Interconnection Analysis Memorandum including modeling summary for connections for fire flow requirements

Task 7 – Detailed Design

Task 7-1 – 36-inch Detailed Design (NW 67th St to West of NW Oak Ave)

This task includes developing 60%, 90%, and 100% construction drawings, specifications (only additional specifications that are not covered by City Standards), and OPCC, for the proposed 36-inch watermain.

The anticipated sheet count includes the following:

- Cover/index – 3 Sheets
- General Construction Notes – 1 Sheet
- General Water Notes – 1 Sheet
- Plan/profile (1" = 40' scale) – 10 Sheets
- Crossing Details – 2 Sheets
- Project Specific Details – 3 Sheets
- Standard Details – 2 Sheets
- Traffic Control (1" = 100' scale) – 8 Sheets
- Roadway Standard Details – 2 Sheets
- MISC Roadway Improvements Sheets (1" = 40' scale stacked) – 5 Sheets
- Sidewalk Detail – 2 Sheets
- Erosion Control – 2 Sheets

The following deliverable(s) will be submitted:

- Three (3) printed, half-size copies of construction plans, for 60%, 90%, and 100% reviews
- One (1) printed copy of specifications (only those not covered by City Standard specifications) for 60%, 90%, and 100% reviews
- OPCC at 60%, 90% and 100%
- Electronic copy of each submittal set of plans and specifications
- **Production of bid documents and drawings to be purchased from Jacobs Engineering**

It is assumed that SWPPP requirements will be covered by the City Standards and that SWPPP drawings will not be required for this design package.

Task 7-2 – 12-Inch Detailed Design (West of NW Oak Ave to East of Fort Sill Blvd)

This task includes developing 60%, 90%, and 100% construction drawings, specifications (only additional specifications that are not covered by City Standards) and OPCC, for the proposed 12-inch watermain.

The anticipated sheet count includes the following:

- Cover/index – 3 Sheets
- General Construction Notes – 1 Sheet
- General Water Notes – 1 Sheet
- Plan/profile (1" = 40" scales) – 16 Sheets
- Crossing Details – 4 Sheets
- Project Specific Details – 5 Sheets
- Standard Details – 2 Sheets
- Traffic Control (1" = 100' scale) – 13 Sheets
- MISC Roadway Improvements Sheets (1" = 40' scale stacked) – 8 Sheets
- Roadway Standard Details – 2 Sheets
- Sidewalk Detail – 2 Sheets
- Erosion Control – 2 Sheets

The following deliverable(s) will be submitted:

- Three (3) printed, half-size copies of construction plans, for 60% and 90% for review
- Three (3) printed, half-size copies of Final Design for bidding, Phase 1, and Phase 2 for 12-inch watermain
- One (1) printed copies of specifications (only those not covered by City Standard specifications) for 60%, 90%, and 100% reviews
- OPCC at 60%, 90%, and 100%
- PDF of each submittal set of plans and specifications
- Electronic Design Files for Bid Documents
- **Production of bid documents and drawings to be purchased from Jacobs Engineering**

It is assumed that SWPPP requirements will be covered by the City Standards and that SWPPP drawings will not be required for this design package. It is anticipated that the bid package for 12-inch watermain will be split into two bid packages or one bid package with two phases at 100 percent design, due to overall length of the project.

Task 8 – Permitting Assistance

Task 8-1 ODEQ Permitting

This task involves permitting of project through Oklahoma Department of Environmental Quality (ODEQ). ENGINEER will submit final design documents, Signed and Sealed to ODEQ for review and assist City with required forms required to be submitted with Permit to Construct.

The following deliverable(s) will be submitted:

- Submission to ODEQ Construction Permit package for 12-inch and 36-inch Watermains
- Provide Engineering Report for ODEQ Permitting

Task 8-2 Environmental Clearance Allowance

This task will be an allowance to be used if approved by City to perform required environmental clearance evaluation for both pipeline segments in support for External Funding. This allowance also covers preparation of CADEX paperwork once required evaluations are complete.

Task 9 – Right of Way (Row)/ Easement Acquisition Support (Allowance)

This task applies to only Phase 2, 12-inch watermain and will be an allowance to provide Easement acquisition support. The ENGINEER shall identify areas where temporary or permanent easements may be required and this task includes preparation of permanent and temporary easement instruments sealed, dated, and signed by a Registered Professional Land Surveyor. City to provide easement language, surveyor to provide easement plat maps. This task assumes sixty (60) total permanent or temporary easements that will be required for the construction of the 12-inch watermain.

Task 10 – Services During Construction (Allowance)

This task will be an allowance to provide revised plan and profile sheets to reflect any change order approved by City. This task also includes two site visits by ENGINEER during construction of project.

Deliverables:

- Revised Sheets (Max 9)

Task 11 – Record Drawings

This task involves preparing record drawings from Contractor's markups showing changes made during construction and transferring contractor markups to digital format.

Deliverables

- Record Drawings in digital format (PDF, TIFF, CAD)

Assumptions and Exclusions

1. It is assumed that for each submittal, City would require 10 working days for review and will provide review comments as markups or in written format.
2. The City will be responsible for any easement acquisition that may be required for the project (appraisals are excluded).
3. The City shall be responsible for bidding of the project including all required front end specification (Division 0 and Division 1). City will compile the Bid/Contract Documents that incorporate the ENGINEER's supplied technical documents. City will answer any bidder question and evaluate bids. ENGINEER will provide final quantities for City to use in Bid form.
4. Unless otherwise advised by the City, the design will specify Contractor requirements to obtain any special permits such as those which may require work at night and/or noise abatement.
5. The ENGINEER will include the requirement for development of the maintenance of traffic plan (MOT) as applicable, based upon traffic control plans provided in the Bid Documents. The final MOT plan will be prepared and executed by the Contractor.
6. For Permitting Assistance, the ENGINEER will meet and/or coordinate with ODEQ and other City permitting agencies.
7. It is assumed that Kickoff meeting will be in person and will include four engineering staff in attendance with other available via phone and teleconference. Kickoff meeting site visit will be walkthrough of the pipeline route with a follow up meeting next day to discuss site walkthrough findings with City.
8. It is assumed that nine (9) monthly progress meetings will be required as part of the project. Progress meeting are assumed to be in person.
9. One preliminary design and two detailed design submittal review meeting are assumed. All review meetings are assumed to be in person.
10. Service during construction is restricted to revision of sheets for any change order per direction of City and two site visits during the construction of project. No submittal, RFI, attendance of construction progress meeting, pay application review and other construction administration activity are assumed to be part of the scope. For support with change order to plans during construction, up to 18 sheet revisions are assumed.
11. For the proposed 36-inch watermain, a trenchless crossing (two branches) of East Branch of Wolf Creek is assumed.
12. For the proposed 12-inch watermain, trenchless crossings of intersection of NW Cache Rd and NW 38th Street, creek crossing West of NW Homestead Drive, Intersection of NW Cache Rd and NW Sheridan Rd, intersection of NW Cache Rd and Fort Sill Blvd and NUMU Creek crossing are assumed.

13. Along the alignment for the proposed 12-inch watermain, it is assumed that up to 8,200 ft of new sidewalk will be required with ADA access ramps from NW 38th Street to NW 16th Street. It will be 6' wide with curb ramps. AASHTO is assumed to be the design standard for sidewalk and all required boundaries from arterial will be assumed to be required for road speed of 40 mph. Design of header or retaining walls is included if necessary.
14. It is assumed that up to four (4) connections to existing 30-inch watermain along the median of NW Cache Road will be required along the alignment of the proposed 12-inch watermain.
15. It is assumed that for roadway restoration, restoration will be of same type of surface pavement 1 foot wider than trench on each side. Concrete is 8" thick with #4 bars at 12" on center with 4" concrete and full depth aggregate backfill. Existing asphalt pavement is 9" asphalt. Restoration with 6" concrete reinforced #4 bars on center with 3" asphalt overlay is expected. Repair of any stripping will be included in the scope.
16. Miscellaneous roadway sheets include sidewalk, barrier free ramps, pavement markings, and pavement restoration limits beyond the minimum required per city details.
17. Each site visit will be attended by Project Manager/Design Manager/Senior Project Manager, and Project Engineer. All site visits are anticipated to be day trip except for the kickoff meeting site visit.
18. The ENGINEER will prepare an Opinion of Probable Construction Cost (OPCC) in accordance with the American Association of Cost Engineering (AACE) and will utilize contingency as indicative of the level of design. It is assumed that the City acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ENGINEER'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer. The final costs of the project will depend on actual labor and material cost, competitive market conditions, final project scope, implementation schedule, and other variable conditions.
19. It is anticipated that the bid package for 12-inch watermain will be split into two packages due to overall length of the project. It is assumed that this split is only applicable to 100% design submittal.
20. Design will be undertaken in latest version of Microstation/AutoCAD, currently in use by ENGINEER and at the end of the project, electronic files of Bid Documents will be provided to City in DWG format.
21. Preliminary design and detailed design site visits will include two (2) engineering staff in attendance with other available via phone and teleconference. Preliminary and Detailed design site visits will coincide with submittal review meetings.
22. It is anticipated that no public meetings or external meetings, other than with ODEQ, will require Engineer attendance.
23. Environmental evaluation for the pipeline segments is assumed to be desktop level only and does not cover any field work. Cultural evaluation will be completed (desktop and fieldwork) as required for submission to the Oklahoma State historic preservation Office and is included as part of the allowance. Allowance will also include drafting EID/CATEX for City review and submission to State

Appendix A. Schedule

It is anticipated that design will be completed no more than 12 months after Notice to Proceed. The bid phase is assumed to require 2 months, followed by 18-24 months construction phase. With record drawings in the final 1 month, the entire scope of work is assumed to be delivered within approximately 1,190 calendar days (170 Weeks).

See below for a detailed schedule:

Task Description	Duration (Weeks)
Commencement	NTP
Task 1 Project Management	
Project Set up, Subcontracting and Chartering	4
Kickoff Meeting	2
Project Management	Ongoing
Progress Meetings	Ongoing
Design Review Meetings	Ongoing
Task 2 Topographic Survey	8
Task 3 Utility Locates	8
Task 4 Data Collection and Site Visits	Ongoing
Task 5 Geotechnical	8
Task 6 Preliminary Design, 30%	4
30% Design Review	2
Task 7 Detailed Design	
60% Design	8
60% Design Review	2
90% Design	4
90% Design Review	2
100% Design	3
Task 8 Permitting Assistance	4
Task 9 Right of Way (ROW)/Easement Acquisition Support	9
Anticipated Design Duration	52
Bidding and Award	8
Task 10 Services During Construction (Allowance)	106
Task 11 Record Drawings	4
Total Duration (Weeks)	170

EXHIBIT "C"
FEE SCHEDULE

Exhibit C Fee Schedule

Consultant will provide the Scope of Services for a lump sum fee, except for time and materials tasks (allowance).

Task Description	Fee (\$)
Task 1 Project Management	\$ 66,472
Task 2 Topographic Survey (Engineer Coordination)	\$ 4,741
Task 3 Utility Locates	\$ 51,568
Task 4 Data Collection and Site Visits	\$ 39,546
Task 5 Geotechnical	\$ 61,676
Task 6 Preliminary Design, 30%	\$ 112,176
Task 7 Detailed Design	\$ 430,153
Task 8 Permitting Assistance	\$ 12,970
Task 8-1 Environmental Clearance Evaluation (Allowance)	\$ 36,383
Task 9 Services During Construction (Allowance)	\$ 41,575
Task 10 Record Drawings	\$ 11,967
Task 11 Right of Way (ROW)/Easement Acquisition Support (Engineer Coordination)	\$ 9,480
Topographic Survey	\$ 154,140
ROW Acquisition Support (Allowance)	\$ 37,485
Expenses	\$ 10,167
TOTAL	\$1,080,499

Standard Rate Table (Allowance Tasks)

Staff Type	Hourly Rate (\$)
Project Manager	\$ 230-250
Design Manager	\$ 200-210
Senior Project Manager	\$ 315-330
Pipeline Project Engineer	\$ 115-120
Tunneling Expert	\$ 240-250
Transportation Senior Engineer	\$ 160-170
Environmental Senior Engineer	\$ 180-190